

## FOR TAXI DRIVERS AND PASSENGERS.

This Terms of Use presents the “General Conditions” applicable to the use of application software for mobile phone (app) offered by OSJEČKI TAXI. The user certifies that he agrees to all terms set forth by OSJEČKI TAXI to access and request services. If you do not agree with the terms and conditions of use of the system and the privacy policy of OSJEČKI TAXI or not willing to be associated to it, do not install the app, delete it and do not make any use of it.

### 1. TERMS:

(I) “Taxi (s)”: User must that register as taxi drivers on the Website and that is accepted by OSJEČKI TAXI to participate in the project;

(ii) “Passenger (s)” means any User who signs up and registers as passengers in the app;

(iii) “Services” means the passenger transport services through taxi provided by the Taxi drivers to the Passengers.

(iv) “User”: Taxi Drivers and Passengers.

### 2. WHAT IS THE APP

a) The OSJEČKI TAXI app is smart phone application for passengers that can be downloaded and installed free of charge. It offers fast way of ordering a taxi. Through the system, OSJEČKI TAXI allows, totally free of charge, the PASSENGERS to sign up and order a taxi ride. System automatically finds a suitable taxi and displays the information about the arrival time and taxi’s route.

### 3. REGISTRATION AND USE OF THE SYSTEM

a) When registering, the User agrees to provide accurate information, complete and updated as requested on the form filled, being OSJEČKI TAXI not obliged to supervise or control the accuracy of the information.

b) Only those individuals who have full legal capacity are allowed to participate in the project. People who do not enjoy this capability, among them under aged, should be assisted by their legal representative.

d) The OSJEČKI TAXI is not liable for any damage resulting from the disclosure of the password to third parties. You shall be solely responsible for this.

e) You may not transfer in any way, the user’s registration to a third party.

### 4. LIMITATION OF LIABILITY

– Relationship Driver Passenger:

a) OSJEČKI TAXI does not provide transportation services by taxi, serving only as an intermediary in order to optimize the scheduling service for the taxi. Thus, by accepting the provision of services by the TAXI DRIVER, the PASSENGER acknowledges that the OSJEČKI TAXI has no direct association with the TAXI DRIVER, it just facilitates contact between driver and passenger. The user acknowledges and agrees that OSJEČKI TAXI is not liable for any act or omissions committed by any user, whether by robbery, commitment break as a result of any act, discussions, and others including the effective fulfilment of the obligations assumed by the users and loss not being for tax purposes. The user acknowledges and agrees that, by registering and accepting the policy of the service, do so at his total means and exclusive risk.

– From availability and inconsistency in the system:

b) OSJEČKI TAXI does not guarantee that the system will be available without any interruption and that it will always be error-free, and therefore, shall not be liable for damages caused to users.

c) You agree that OSJEČKI TAXI is also not responsible for any damages or losses caused to your smart phone as a result of using the spp.

d) OSJEČKI TAXI is not liable for any error or inconsistency of information with other independent systems, specializing in the service provision for GPS, radar and similar.

– Compensation for damages:

e) User agrees to indemnify and hold harmless the OSJEČKI TAXI and its representatives from any

claims, suits, losses, liabilities, damages and expenses, including reasonable attorneys' fees and court costs for the damage they cause.

#### 5. OBLIGATIONS, LIABILITIES AND RISKS OF PASSENGERS.

a) The PASSENGER certifies that he uses the service for their own free will and untrammelled choice and recognizes and accepts as its responsibility and risk for using the app.

– The acceptance and refusal and cancellation of services:

b) The acceptance and denial of the service may occur at first by DRIVER, who can accept or deny the service when receiving a notification for a ride. PASSENGER may cancel the contract for any reason. Both recognize that OSJEČKI TAXI is not liable for any delays, cancellations, failure to cancel the contract and miscommunication between passenger and driver, nor for any delay or failure in the delivery of services from the DRIVER.

– The information and risks of the service:

c) The PASSENGER acknowledges and declares that understands and is aware of all the risks involved in the use of the app and contracting services.

d) By accepting the Services, the PASSENGER acknowledges that OSJEČKI TAXI has no involvement in the contractual relationship between driver and passenger.

#### 7. PRIVACY POLICY

a) OSJEČKI TAXI will collect, store and may transmit or make available to any third party data and information provided by the PASSENGER upon the registration on the Website, not limited to the location, full name, last name, your profile photo, phone and for TAXI DRIVER, besides the previously mentioned, the registration number and grantee or auxiliary data of your vehicle, such as make, model, color and plate, among others.

b) OSJEČKI TAXI implements appropriate security measures to safeguard and help prevent unauthorized access, change, unauthorized disclosure or removal without permission of any information collected.

c) Whenever the PASSENGER conducts financial transactions on the Website, OSJEČKI TAXI will collect all relevant information and may disclose it for specific system usage purposes. The user now authorizes OSJEČKI TAXI to communicate to the outsourcing payment service providers, if the user engages (or that OSJEČKI TAXI believe he was involved) in any activity that is illegal, which violates the rights of any person or lead to suspension or termination of the use of the system.

d) OSJEČKI TAXI shall not be liable for any loss of user data, including resulting from acts of God, force majeure, that occurred because of the invasions to the Website and security breach by unauthorized third parties.

#### 8. SANCTIONS

a) The OSJEČKI TAXI may notify, suspend or terminate, temporarily or permanently, the account of any user at any time, and take legal actions if: (i) violates any of the representations, warranties and obligations contained in these Terms of Use any policies or rules and adjacent to it, (ii) deceptive or fraudulent practices, or (iii) OSJEČKI TAXI concludes, in its sole discretion, that the activities and attitudes have caused or may cause harm to others or the OSJEČKI TAXI in its own. The user shall not be entitled to any indemnity or compensation for the cancellation or suspension of your account on the system.

#### 9. LICENSE

a) OSJEČKI TAXI grants to the User a limited, personal, nonexclusive, nontransferable, non-commercial and fully revocable license to use the Website on his mobile or computer, in conformance and agreement of the terms contained in this Agreement. OSJEČKI TAXI reserves all rights to the Website not expressly granted here.

b) The OSJEČKI TAXI is not liable for any damage suffered by the User who has copied, transferred, distributed or used any Website protected content, violating the rights of others.

#### 10. GENERAL CONDITIONS

a) This Term of Use does not generate any partnership agreement, in office, franchise or employment relationship between the user and the OSJEČKI TAXI.

b) This Term of Use may be changed by OSJEČKI TAXI anytime. The changes will come into force automatically on the date of the publication of the new version on the Website.

c) These Terms of Use shall be governed by and interpreted in accordance with the laws of each country and any disputes arising from this disclaimer which cannot be resolved by the parties, shall be submitted to the jurisdiction of the each determined city.

d) By registering as a driver or passenger in the system and electronically accepting this Term, by clicking the "I accept the terms of use", the User declares automatically and unconditionally to comply with these Terms and all other policies and rules available in the system.

#### 11. USE OF THE SERVICE

Only registered users may use OSJEČKI TAXI to call for taxis. By registering to use the service, you agree to:

a) Provide truthful and up to date information during the registration process, and shall only use the service in good faith, without breaking any laws in the country where the taxi is requested.

b) Never abuse the service by requesting a taxi without the intention of using it. If a problem arises during the use of the service, users shall, in good faith, attempt to solve the problem with the help of the taxi driver and OSJEČKI TAXI's customer service.

c) Never use the service in a way that causes damage to OSJEČKI TAXI or one of its partners.

#### 12. LIMITS OF LIABILITY

Users accept that OSJEČKI TAXI acts solely as a scheduling/matching service between its users and taxi drivers, and that it is not responsible for any issues that arise during the taxi ride, such as accidents, delays, or car discomfort.

OSJEČKI TAXI, on the other hand, commits to provide a thorough screening service so that only taxi drivers in good, legal standing in their cities/countries shall take part on the service.

#### 13. INTELLECTUAL PROPERTY

Use of the service does not transmit any intellectual property rights between OSJEČKI TAXI's and its users. Users agree not to steal and/or publish, without OSJEČKI TAXI's explicit consent, any material, screens or artwork presented by the application during the use of the service.

#### 14. TERMINATION

OSJEČKI TAXI reserves the right to block any user on its platform should it suspect said user is attempting to abuse the platform or mislead taxi drivers, OSJEČKI TAXI employees, partners or other users through the platform. These actions include, but are not limited to: using stolen credit cards, requesting taxis without the intention to board them, not paying for the service, and constantly cancelling requests before the taxi arrives.